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**Unincorporated Societies—Negligence.**—Members of a voluntary unincorporated pilot association which, under the state laws, could neither select nor discharge its members, nor control or direct them in the performance of their duties as licensed pilots, whether technically partners or not, are held, in *Guy v. Donald*, *Advance Sheets*, U. S. (1906) 63, not to be liable to the owners of piloted vessels for the negligence of each other, because, instead of taking their fees as they earn them, such fees go into a common fund, and, after deducting expenses, are distributed to the several members according to the number of days they respectively were on the active list.

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**Banks—Insolvency—Preferences.**—Upon the insolvency of a bank which has been receiving taxes and delivering treasury receipts therefor, it is held, in *Page County v. Rose* (Iowa) 5 L. R. A. (N. S.) 886, that the county is entitled to a preference out of its assets for the amount collected and not turned over, on the theory that the bank is a trustee, where there is no authority of law to deposit the funds with the bank, and the taxpayers from whom the funds have been received cannot be ascertained.

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**Equity Jurisdiction—Cancellation—Fraud.**—The jurisdiction of equity to cancel a fraudulent contract alleged to bind the assets of a corporation, and which, until canceled, will tend to injure its business and impair its credit, is sustained in *Fred Macey Co. v. Macey* (Mich.) 5 L. R. A. (N. S.) 1036, although there is a remedy at law by defense to an action to enforce it, or by an action to compel the restoration of the funds secured by means of it.

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**Equity Jurisdiction—Cancellation—Fraud.**—Fraud in the procurement of a contract is held, in *Johnson v. Swanke* (Wis.) 5 L. R. A. (N. S.) 1048, not to be of itself sufficient to take the case out of the rule that equity will not interfere to procure its cancellation if there is an adequate remedy at law.

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**Street Railways—Negligence—Gratuitous Bailment.**—A street car company which undertakes to give a convention of women delegates visiting the city a free ride over its line by the use of its cars under the control of its servants is held, in *Indianapolis Traction & T. Co. v. Lawson* (C. C. App. 7th C.) 5 L. R. A. (N. S.) 721, to be bound to use at least ordinary care, and to be liable for injuries resulting from its failure to do so.

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**Carriers of Passengers—Indignities Offered by Servants.**—The liability of a railroad company for indignities offered by its conductors to a passenger who, because of its fault in not having an agent at a terminal point, where the passenger is to exhibit an order for a

ticket, attempts to pursue his journey upon the order without the ticket, and is insulted and threatened with ejection by the conductor, is sustained in *Cincinnati, N. O. & T. P. R. Co. v. Harris* (Tenn.) 5 L. R. A. (N. S.) 779.

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**Impairment of Obligation of Contract—Municipal Bonds.**—The constitutional provision against impairment of the obligation of contracts is held, in *Swanson v. Ottumwa* (Iowa) 5 L. R. A. (N. S.) 860, not to prevent municipal bonds from being held invalid because of want of power to issue them, although at the time they were issued the supreme court of the state had expressed the opinion that municipalities might issue such bonds.

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**Abutting Owners—Additional Servitude—Telegraph and Telephone Poles.\***—The construction and operation of a telegraph and telephone line upon a rural highway is held, in *Cosgriff v. Tri-State Teleph. & Teleg. Co.* (N. D.) 5 L. R. A. (N. S.) 1142, not to be a highway use, within the purpose of the original dedication, but to constitute an additional servitude upon the fee of the abutting owner, for which he is entitled to compensation.

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**Carriers of Passengers—Fares—Amount.**—One who induces the conductor to permit him to ride for less than the regular fare is denied, in *Grahn v. International & G. N. R. Co.* (Tex.) 5 L. R. A. (N. S.) 1025, the right to hold the railroad company liable for the act of the conductor in compelling him to leave the train in a reckless and negligent manner.

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**Interstate Commerce—State Statutes—Railroads.**—An unconstitutional interference with interstate commerce is held, in *Mississippi Railroad Commission v. Central Illinois R. Co.*, *Advance Sheets*, U. S. (1906) 91, to be made by an order of the Mississippi railroad commission requiring a railway company to stop its interstate mail trains at a specified county seat, where proper and adequate railway passenger facilities are otherwise afforded to that station.

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**Equity Jurisdiction—Rescission—Undue Advantage.**—The right of equity to set aside a contract when it plainly appears that one party overreached the other and gained an unjust and undeserved advantage, which it would be inequitable and unrighteous to permit him to enforce, is sustained in *Stone v. Moody* (Wash.) 5 L. R. A. (N. S.) 799, although the victim owes his predicament largely to his own stupidity and carelessness.

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\*The same conclusion was arrived at in Virginia, but by a divided court Judges Lewis and Richardson dissenting. See *Western Union Telegraph Co. v. Williams*, 86 Va. 696.